

SERIAL 09004 RFP RAPID RESPONSE CONSULTANT WIA 1998
Contract - Leathers Milligan & Associates

DATE OF LAST REVISION: April 28, 2011

CONTRACT END DATE: May 31, 2012

CONTRACT PERIOD THROUGH MAY 31, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **RAPID RESPONSE CONSULTANT WIA 1998**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 20, 2009**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

JM/mdm
Attach

Copy to: Materials Management
Kim Faust, Human Services



CONTRACT PURSUANT TO RFP

SERIAL 09004 -RFP

This Contract is entered into this twentieth (20) day of May, 2009 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Leathers Milligan & Associates, an Arizona corporation ("Contractor") for the purchase of RAPID RESPONSE CONSULTANT WIA 1998 services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 20th day of May, 2009 and ending the 31st day of May, 2012.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

2.3 INVOICES:

- 2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the County.
- 4.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE REQUIREMENTS:

- 5.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 5.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

5.2.12.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:
Leathers Milligan & Associates
Attn: Jack W. Milligan
5353 N. 16th Street
Phoenix AZ, 85016

5.4 REQUIREMENTS CONTRACT:

- 5.4.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 5.4.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

5.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.6 TERMINATION FOR DEFAULT:

- 5.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 5.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 5.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 5.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.10 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.12 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.13 RETENTION OF RECORDS:

5.13.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.13.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.14 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.15 ALTERNATIVE DISPUTE RESOLUTION:

5.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.15.1.1 Render a decision;

5.15.1.2 Notify the parties that the exhibits are available for retrieval; and

5.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.17 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.19.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

5.19.2 The County may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

5.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.21.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 5.21.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 5.21.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

5.21.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.22 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.23 INCORPORATION OF DOCUMENTS:

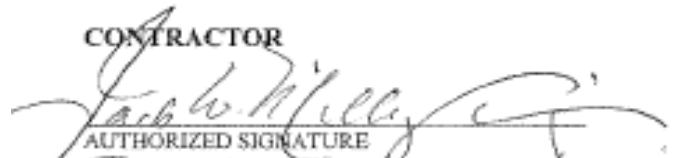
The following are to be attached to and made part of this Contract:

5.23.1 Exhibit A, Pricing;

5.23.2 Exhibit B, Scope of Work;

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR


AUTHORIZED SIGNATURE
JACK W. MILIGAN - Director
PRINTED NAME AND TITLE
5353 N. 18TH ST, Suite
ADDRESS
5/13/09
DATE

MARICOPA COUNTY


CHAIRMAN, BOARD OF SUPERVISORS

MAY 26 2009
DATE

ATTESTED:


CLERK OF THE BOARD 05 20 09

MAY 26 2009
DATE

APPROVED AS TO FORM:


DEPUTY MARICOPA COUNTY ATTORNEY

5/22/09
DATE



EXHIBIT A PRICING

SERIAL 09004-RFP

NIGP CODE: 95260, 95238, 95239

RESPONDENT'S NAME:

Leathers Milligan & Associates

COUNTY VENDOR

NUMBER :

W000004789

ADDRESS:

5353 N. 16th Street, Suite 305, Phoenix, AZ 85016

TELEPHONE NUMBER:

602-274-0711

FACSIMILE NUMBER:

602-274-0758

WEB SITE:

www.LeathersMilligan.com

CONTACT (REPRESENTATIVE):

Jack W. Milligan

REPRESENTATIVE'S E-MAIL

ADDRESS:

JMILLIGAN@LEATHERSMILLIGAN.COM

YES

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS
CONTRACT

[X]

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

[X]

[X] NET 30 DAYS

1.0 PRICING:

Hourly

1.1 Composit Hourly Rate

NTE

\$100.00

Per
Hour

EXHIBIT B

1.0 INTENT:

The purpose of this contract is to obtain a pool of eligible service provider(s) for the delivery of Rapid Response workshops and services to residents of Maricopa County that are employed and face potential mass layoffs due to a business closing and/or down-sizing. The selected Providers shall conduct workshops and provide services to assist dislocated workers in obtaining reemployment. Workshops and services may be held at the Maricopa County One-Stop Centers or other worksites throughout Maricopa County deemed appropriate by the Maricopa Workforce Connections staff (MWC).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

2.1 PROGRAM DESIGN:

2.1.1 Workshops/services may include, but are not limited to:

1. Assessments	9. Financial Planning	18. Motivational & Morale
2. Basic Computer Skills	10. Interviewing Techniques	19. Networking Job Search
3. Career Counseling and Development	11. Job Coaching and Mentoring	20. Personal Development
4. Coping with Change	12. Job Development and Placement	21. Resume Writing / Review
5. Dress for Success	13. Job Readiness Training	22. Senior Management Career Development
6. Educational Financial Aid Assistance	14. Job Search (internet based and traditional)	23. Stress Management
7. Effective Communication	15. Labor Market Information	24. Study Skills Training
8. Evaluation of transferable skills	16. Leadership Development	25. Additional workshops/services may be identified by MWC
	17. Life Skills Training	

2.1.2 Some workshops/services may be required to be delivered in Spanish.

2.2 SERVICE DELIVERY:

2.2.1 The Rapid Response services are initiated after the following events occur:

2.2.1.1 MWC is notified of an impending closure or mass lay-off;

2.2.1.2 Based on the need for services, MWC prepares an RFQ.

2.2.1.3 RFQ is emailed to the prequalified service providers.

2.2.1.4 Each RFQ shall be identified as one project. The RFQ will contain the following information:

2.2.1.4.1 Date services are required, Industry type and anticipated number of employees to receive services.

2.2.1.4.2 Location

2.2.1.4.3 Price Sheet

2.2.1.4.4 Response due date

- 2.2.2 At the County's sole discretion, any respondent missing five (5) consecutive requests for quotations will be deemed non-responsive and terminated for default.
- 2.2.3 All projects will be awarded to the lowest bidder meeting ROQ requirements. The successful bidder will be notified of the award by the MWC Rapid Response Coordinator.
- 2.2.4 The MWC Rapid Response Coordinator shall be responsible for all activities and services with regard to Rapid Response and Career Transitioning Program.

2.3 ADMINISTRATIVE REQUIREMENTS

- 2.3.1 The contractor shall fulfill these administrative requirements:
 - 2.3.1.1 Maintain sign-in sheets
 - 2.3.1.2 Distribute satisfaction surveys for each workshop and/or service provided.
 - 2.3.1.3 Provide (weekly) activity reports during the project.
 - 2.3.1.4 Provide written report at conclusion of project.
 - 2.3.1.5 Service provider shall collect at least 90% of satisfaction surveys that are distributed to participants.
 - 2.3.1.6 Service providers' performance shall be evaluated using the results of the satisfaction surveys. Service provider must receive no less than 90% satisfaction rating on internal performance survey conducted by MWC at the end of each project.
 - 2.3.1.7 MWC Rapid Response Coordinator will meet with Service Providers that receive less than 90% satisfaction rating, to discuss service delivery and process improvement.

2.4 QUALIFICATIONS:

- 2.4.1 Eligible service providers must employ staff who have a Bachelors degree and two (2) years of professional experience in providing Career Transition programs for both the public and private sectors. It is also required that service providers have a working knowledge of the Workforce Investment Act regulations and the One-Stop Delivery System.
- 2.4.2 Service providers will provide workshops and/or services in an effective and efficient manner using flexible delivery methods that meet the needs of the identified audience. This is to include classroom setup and adhering to the schedule. Occasionally an employer may require that workshops and/or services be conducted in languages other than English.
- 2.4.3 Workshop and service material is to reflect current business trends and workshops and services must be conducted utilizing an established curriculum pre-approved by MWC's Rapid Response Coordinator.

EXHIBIT B-2

Leathers Milligan & Associates

Contract # C-73-09-076-7-00

Contract Amendment #1

Amendment #1 Effective: March 22, 2011 through May 31, 2012

The following Federal Provisions to be added to existing Contract Agreement

In accordance with 29 CFR Parts 95 Appendix A

- Equal Employment Opportunity

The Contractor shall be required to comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Read more: <http://cfr.vlex.com/vid/appendix-part-95-contract-provisions-19680476#ixzz1EFYnGyrk>

The Contractor in connection with any service or other activity under the Agreement shall adhere to Federal and State Equal Employer Opportunity (EEO) laws and procedures. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provisions of activities. Contractor is required to contact Maricopa Workforce Connections and notify the Director of the Civil Rights Center, United States Department of Labor of any administrative enforcement and/or lawsuits that are filed, alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in a WIA Title I – financially assisted program or activity. This notification must include: (1) The name of the parties to the action or lawsuit; (2) The forum in which each case was filed; and (3) The relevant case numbers.

- Copeland Anti-Kickback Act

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.

- Davis Bacon Act

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

- Clean Air Act

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- Byrd Anti-Lobbying Amendment

The Contractor shall certify, to the best of their knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the

making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

- **Debarment & Suspension**

The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors must not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(E.O.'s 12549 and 12689)No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Read more: <http://cfr.vlex.com/vid/appendix-part-95-contract-provisions-19680476#ixzz1FwcMcexU>

In accordance with 29 CFR 97.21 - Payment

This section prescribes the basic standard and the methods under which the County shall make payments to Contractor and how Contractor shall reimburse subcontractors.

Basic standard. Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the County to Contractor and Contractor to Subcontractor, in accordance with Treasury regulations at 31 CFR part 205.

Reimbursement. Reimbursement shall be the preferred method.

Effect of program income, refunds, and audit recoveries on payment.

- (1) Contractor shall disburse repayments to and interest earned on a revolving fund before requesting payments for the same activity.
- (2) Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional payments.

Withholding payments.

(1) Unless otherwise required by Federal statute, the County shall not withhold payments for proper charges incurred by Contractor unless—

- (i) The Contractor has failed to comply with grant award conditions or
- (ii) The Contractor is indebted to the United States.

(2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with §97.43(c).

(3) The County shall not receive payments for amounts that are withheld from Contractors for payment. Payments shall be made to the County when the Contractor is actually reimbursed for satisfactory completion of work.

Cash depositories.

(1) Consistent with the national goal of expanding the opportunities for minority business enterprises, the County and Contractor are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.

(2) The Contractor shall maintain a separate bank account only when required by Federal-State agreement.

- (i) *Interest earned on advances.* Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), Contractor shall promptly, but at least quarterly, remit interest earned on advances to the County. The Contractor may keep interest amounts up to \$100 per year for administrative expenses.

Read More:

<http://ecfr.gpoaccess.gov/cgi/t/text/textidx?c=ecfr&sid=cc9d1205fe202738c320acd030f14946&rgn=div8&view=txt&node=29:1.1.1.1.41.3.71.2&idno=29>

In accordance with 29 CFR 97.34 - Copyrights

The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under the Agreement; and
- (b) Any rights of copyright to which a contractor purchases ownership with the Agreement support.

Read More:

<http://ecfr.gpoaccess.gov/cgi/t/text/textidx?c=ecfr&sid=23a33ea2db65c7bc2002858125f285e2&rgn=div8&view=txt&node=29:1.1.1.1.41.3.72.12&idno=29>

In Accordance with 29 CFR 97.36 Procurement

The Contractor shall follow Procurement Standards. Contractor shall use procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

Contractor shall maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of the contract.

Contractor shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Contractor shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Contractor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Contractor's and Contractor's officers, employees, or agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Competitive Bid Process

Equipment

The Contractor shall obtain all equipment to be utilized under this Agreement, and purchased with funds provided under this Agreement, at the lowest practical cost pursuant to the following competitive bidding system:

Procurements in excess of \$300 but less than \$1,000 require oral price quotations from two or more vendors. The Contractor shall keep and maintain a record of the vendors' verbal quotations. The Contractor's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

Procurements exceeding an aggregate amount of \$1,000 must be approved by the Contract Administrator. At least three (3) bidders shall be solicited to submit written quotations. The Contractor shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder that meets specification requirements concerning price, conformity to specifications, and other purchasing factors.

Supplies

The Contractor shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the Contractor obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

Minority, Women and Small Business Enterprises

The Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

Read More:

<http://ecfr.gpoaccess.gov/cgi/t/text/textidx?c=ecfr&sid=23a33ea2db65c7bc2002858125f285e2&rgn=div8&view=txt&node=29:1.1.1.1.41.3.72.14&idno=29>

In Accordance with 29 CFR 97.42 Retention and Access Requirements for Records

Contractor shall maintain all financial and programmatic records, supporting documents, statistical records, and other records which are required to be maintained by the terms of program regulations and the Agreement. All records reasonably considered as pertinent to program regulations and the Agreement.

Contractor shall retain all records pertaining to the Agreement for a period of six (6) years after the termination of the Agreement term. If any litigation, claim, negotiation, audit or other action involving the records is started before the expiration of the Agreement term, Contractor shall retain the records until completion of the action and resolution of all issues which arise from it or until the end of the regular 6-year period, whichever is later.

To avoid duplicate recordkeeping, the County may make special arrangements with Contractor to retain any records which are continuously needed for joint use. The County shall request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the County, the 6-year retention requirement is not applicable to the successful proposer(s).

Starting date of retention period-General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Contractor submits to the County its single or last expenditure report for that period. However, if the Agreement is continued or renewed, the retention period for each year's records starts on the day the Contractor submits its expenditure report for the last program year. In all other cases, the retention period starts on the day the successful proposer(s) submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

Records for income transactions after agreement term. In some cases Contractor must report income after the Agreement term. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the Agreement fiscal year in which the income is earned.

Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal the County to form the basis for negotiation of the rate, then the 6-year retention period for its supporting records starts from the date of such submission.

If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the County for negotiation purposes, then the 6-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year covered by the proposal, plan, or other computation.

Access to records-Records of Contractor. The County, Maricopa County Human Services Department and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Contractor and subcontractors which are pertinent to the Agreement, in order to make audits, examinations, excerpts, and transcripts.

Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records. Unless required by Federal, State, or local law, successful proposer(s) and subcontractors are not required to permit public access to their records.

Read More:

<http://ecfr.gpoaccess.gov/cgi/t/text/textidx?c=ecfr&sid=23a33ea2db65c7bc2002858125f285e2&rgn=div8&view=txt&node=29:1.1.1.1.41.3.73.18&idno=29>

In Accordance with 29 CFR 99.200 Audit Requirements
Single Audit Act Requirements

Successful proposer(s) in receipt of Federal funds are subject to Federal audit requirements according to P.L. 98-502 "The Single Audit Act". Successful proposer(s) shall comply with OMB A-133 by contracting for A-133, or program audits as applicable. Upon completion, such audits shall be made available for public inspection and submitted to the Maricopa County Human Services Department for review within thirty (30) days of completion. Successful proposer(s) shall take corrective actions within six (6) months of the date of receipt of the reports. The Department shall consider sanctions as described in Section 17 of OMB A-128 for non-compliance with the audit requirements. Subcontractors may be required to comply with the Federal audit requirements.

Debt Collection & Audit Resolution

As the Contractor to this agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you must comply with OMB Circular A-87, OMB Circular A-122, and OMB Circular A-133. As the Contractor to this agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; DES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500(a) (2) is the process for collecting debts. Title 20 CFR 667.410(a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

The successful proposer(s) is responsible for all funds under the Agreement, and any agreements with subcontracts. Maricopa County will hold all direct recipients (Contractors) liable for all expenditures of funds.

CONTRACT REMEDIES

Disputes

Except as may otherwise be provided for in this Agreement, any dispute not involving a question of law arising during contract performance, that is not resolved between the Parties within a reasonable time, i.e. 120 working days, shall be submitted in accordance with the Department's contract disputes process.

Disputes must be filed with the Contract Administrator administering the Agreement, if one has been appointed, or if not with the County Procurement Officer, within ten (10) working days from the date the Contractor knew or should have known the basis of the dispute. The Contract Administrator or County Procurement Officer, as applicable, shall respond in writing to the dispute within fourteen (14) working days. The decision of the Contract Administrator shall be final and conclusive unless within seven (7) working days from the date of receipt of such a copy, a written notice of appeal is filed with the Director of Materials Management.

A written decision of the Director of Materials Management will be issued within thirty (30) calendar days from the date the notice of appeal was filed. The Director's decision is the final decision concerning the dispute, excepting where applicable State or Federal law or regulation specifies otherwise.

Pending a final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement in accordance with the Contract Administrator's decision.

Sanctions and Corrective Actions

The Contractor agrees that the Department may, based upon applicable laws or regulations, impose corrective action on the Contractor up to and including sanctions of funding provided for in this agreement. The imposition of any corrective action plan or sanctions shall be at the discretion of the Department. Actions which may lead to the provisions of this section include (but are not limited to):

Failure to perform the required tasks and activities for which the funding are provided.

Failure to achieve the stated performance goals and objectives in section.

Failure to maintain appropriate fiscal and programmatic records in accordance with the terms of the Agreement.

Failure to submit the required fiscal and performance reports.

Default

The Director may recommend to the Board of Supervisors to suspend, terminate or modify the Agreement immediately upon written notice to Contractor in the event of nonperformance of stated objectives or other material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The County reserves the right to have service provided by other than the Contractor if Contractor is unable or fails to provide required service with the specified time frame.

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=52e6cf50b2a3bd9e06ab9cddcb6b9e34&rgn=div8&view=text&node=29:1.1.1.1.43.2.80.1&idno=29>

PATENT AND COPY RIGHTS

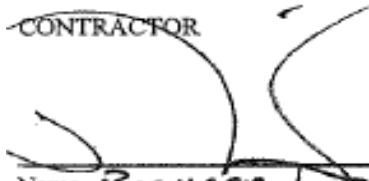
Copyrights

If the Agreement results in a book or other written material, the author is free to copyright the work, but Maricopa County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from the Agreement.

Patents

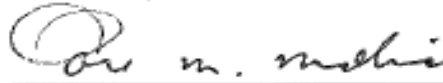
Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

IN WITNESS WHEREOF, this Amendment #1 is executed on the date set forth below:

CONTRACTOR

Name RICHARD LIPPER
MANAGING PARTNER

04.08.2011
Date

MARICOPA COUNTY


Name

4.12.11
Date

LEATHERS MILLIGAN & ASSOCIATES, 5353 N. 16TH STREET SUITE #305, PHOENIX, AZ 85016

PRICING SHEET: 9520001

Terms:	NET 30
Vendor Number:	W000004789 X
Telephone Number:	602/274-0711
Fax Number:	602/274-0758
Contact Person:	Jack W. Milligan
E-mail Address:	jmilligan@leathersmilligan.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2012.